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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

GBM – SEASON 2, LLC, A NEVADA
LIMITED LIABILITY COMPANY,

Plaintiff,

vs.

TOTALLY PACKAGED, LLC, A LIMITED
LIABILITY COMPANY; MUSIC 4 MY
SOUL LLC, A LIMITED LIABILITY
COMPANY; VEDA L. SMITH, AN
INDIVIDUAL; J.R. STEWART, AN
INDIVIDUAL,

Defendants.

Case No.:

COMPLAINT

For its Complaint against Defendants Totally Packaged, LLC, Music 4 My Soul LLC d/b/a Music 4 My Soul Management Company/Entertainment Company, Veda L. Smith, and J.R. Stewart (collectively, “Defendants”), Plaintiff GBM – Season 2, LLC (“Plaintiff” or “GBM”) states the following:

NATURE OF THE ACTION

1. This is an action, brought pursuant to the Declaratory Judgment Act, 28 U.S.C. § 2201, *et seq.*, seeking a declaratory judgment that Plaintiff has not infringed Defendants’ claimed

1 copyrights in marketing plans and for breach of contract.

2 **JURISDICTION AND VENUE**

3 2. This Court has original subject-matter jurisdiction over this action pursuant to 28
4 U.S.C. § 1331 and 1338 because Plaintiff's primary cause of action, which seeks a declaration of
5 non-infringement under the Copyright Act of 1976, 17 U.S.C. § 101, *et seq.*, (the "Copyright
6 Act"), arises under the laws of the United States. In addition, this Court has supplemental subject
7 matter jurisdiction over Plaintiff's state law cause of action, pursuant to 28 U.S.C. § 1367(a),
8 because such cause of action is so related to Plaintiff's copyright claim, over which the Court has
9 original jurisdiction, that it forms part of the same case or controversy under Article III of the
10 United States Constitution.

11 3. Additionally, upon information and belief, this Court has subject-matter jurisdiction
12 over this action pursuant to 28 U.S.C. § 1332 because Plaintiff and Defendants are citizens of
13 different states and the amount in controversy exceeds the sum or value of \$75,000.

14 4. This Court has specific personal jurisdiction over Defendants because Plaintiff's
15 causes of action arises from Defendants' activities within this judicial district and the exercise of
16 specific personal jurisdiction over Defendants would otherwise be reasonable.

17 5. Venue is proper pursuant to 28 U.S.C. § 1391(b), because a substantial part of the
18 events or omissions giving rise to Plaintiff's causes of action occurred in this judicial district.
19 Specifically, the agreements at issue were performed in Las Vegas, Nevada and the alleged
20 violation of Defendants' copyrights occurred in connection with a beauty pageant held in Las
21 Vegas, Nevada.

22 **PARTIES**

23 6. GBM – Season 2, LLC is a Nevada limited liability company with its principal
24 place of business in Nevada. GBM has one member, Midwest Multi-Business Corporation, a
25 domestic Nevada corporation.

26 7. Defendant Totally Packaged, LLC is believed to be a limited liability company with
27 its principal place of business in Los Angeles, California. Upon information and belief, Totally
28 Packaged, LLC is owned by Ms. Smith, who is believed to be a resident and citizen of California.

10. Defendant J.R. Stewart is believed to be an individual residing in and a citizen of California.

17. Defendants are attempting to use the alleged copyright rights in the marketing plan to leverage payment of amounts that GBM believes are not due in the excessive amounts being

1 claimed for what has been ultimately delivered and owing to Defendants under the agreements.

2 18. Defendants are attempting to use the alleged copyrights in the marketing plan to
3 protect unprotectable ideas and concepts.

4 **Count I – Declaration of Non-Infringement**

5 19. Plaintiff incorporates each of the foregoing allegations as if fully set forth herein.

6 20. GBM owns the copyrights in the marketing plan.

7 21. Even if GBM does not own the copyrights in the marketing plan, GBM has an
8 express or implied license to use the copyrights the marketing plan.

9 22. The copyrights in the marketing plan do not extend to ideas or concepts embodied
10 therein.

11 23. GBM is not infringing any copyrights in the marketing plan.

12 24. Based on the aforementioned allegations, a real and justiciable case or controversy
13 exists between Plaintiff and Defendants concerning whether Plaintiff has infringed Defendants'
14 claimed copyright.

15 25. Such controversy is ripe for adjudication.

16 **Count II – Breach of Contract**

17 26. Plaintiff incorporates each of the foregoing allegations as if fully set forth herein.

18 27. GBM and Defendants entered into certain agreements.

19 28. Based on the aforementioned acts, Defendants breached certain terms of those
20 agreements.

21 29. As the result of the breach, GBM has been damaged in an amount to be determined
22 at trial.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff prays that the Court enter judgment in Plaintiff's favor and
25 against Defendants, and that the Court enter judgment:

26 A. Declaring that Plaintiff has not infringed any copyright owned by Defendants;

27 B. Declaring that Defendants have substantially and materially breached material
28 terms of agreements between Plaintiff and Defendants ;

1 C. Awarding Plaintiff its costs and reasonable attorneys' fees; and

2 D. Awarding Plaintiff such other and further relief as the Court deems just and
3 equitable.

4 DATED: October 9th day, 2015.

5 LEWIS ROCA ROTHGERBER LLP

6 By: /s/ Michael J. McCue

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